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*Attorney for Toledo Molding & Die, Inc.*

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UNITED STATES BANKRUPTCY COURT	:
SOUTHERN DISTRICT OF NEW YORK	:
	:
In re:	:
	:
GENERAL MOTORS CORP., <i>et al.</i> ,	:
	:
Debtors.	:
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Chapter 11  
Case No. 09-50026 (REG)  
(Jointly Administered)

**TOLEDO MOLDING & DIE, INC.'S LIMITED OBJECTION TO THE NOTICE OF (I) DEBTORS'  
INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF  
PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND  
(ii) CURE AMOUNTS RELATED THERETO**

Toledo Molding & Die, Inc. by and through its attorneys, Steinberg Shapiro & Clark,  
submits this Objection to the Proposed Cure Amount in connection with the proposed  
assumption and assignment of the Debtors' executory contracts with Toledo Molding.

In support, Toledo Molding states:

1. On or about June 5, 2009, the above-captioned debtors and debtors-in-possession  
(collectively "GM") filed with the Court or served on Toledo Molding or both the attached  
Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired  
Leases of personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure  
Amounts Related Thereto (the "Notice").<sup>1</sup>

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<sup>1</sup> See Exhibit A.

2. The Notice referred Toledo Molding to a website to verify the status of Toledo Molding's alleged executory contracts with GM.

3. Based on the information on the website, there is a discrepancy in the cure amount proposed to be paid to Toledo Molding.

4. Toledo Molding does not object to the assumption and assignment of the contracts between one or more Debtors and Toledo Molding.

5. Toledo Molding's objection is solely limited to the Cure Costs identified by GM.

6. Toledo Molding and GM are currently in contact and the parties are diligently working to reconcile the amounts owed.

7. Toledo Molding fully expects to reach a settlement with GM regarding the Cure Costs before any hearing on this Objection.

8. Although Toledo Molding believes a settlement will be reached, Toledo Molding must file this Limited Objection in order to preserve its rights

9. The total Cure Costs identified by GM for Toledo Molding are \$683,668.34.

10. Toledo Molding calculates the Cure Costs under the Designated Agreements with Toledo Molding to be a total of \$940,064.14.

11. A spreadsheet detailing the discrepancy in the proposed cure amounts is attached as Exhibit B.

12. Under Bankruptcy Code § 365, as a condition of assumption of its contracts, Toledo Molding is required to be paid all pre-petition amounts due and owing in full in order to restore the pre-default conditions and bring all contracts back in compliance with their terms.<sup>2</sup>

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<sup>2</sup> See, e.g., 11 U.S.C. § 365(b); *In re Stoltz*, 315 F.3d 80 (2nd Cir. 2002).

13. Accordingly, Toledo Molding objects to the assumption and assignment of its contracts with GM on the limited grounds that the Cure Costs identified by GM are less than the full amount due to Toledo Molding.

14. Toledo Molding reserves the right to amend this Objection and reserves the right to assert additional objections to the proposed assumption and assignment of GM's executory contracts with Toledo Molding before any hearing on this Objection.

Thus, Toledo Molding respectfully requests that an order be entered directing GM to pay pre-petition cure costs to Toledo Molding in the amount of \$5,778,223.72 as a condition of the assumption and assignment of GM's executory contracts with Toledo Molding.

Date: June 23, 2009

STEINBERG SHAPIRO & CLARK

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**Certificate of Service**

I hereby certify that on June 23, 2009 a copy of Toledo Molding & Die, Inc.'s Limited Objection to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure Amounts Related Thereto was duly served to all registered parties through the CM/ECF system for the United States Bankruptcy Court for the Southern District of New York, as well as via Federal Express to all parties specified in paragraph 7 of that Notice.

/s/ Joy L. Brown, Legal Assistant  
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